

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARYMeeting Date: 4-16-03Division: Growth ManagementBulk Item: Yes ☒ No ☐Department: Marine Resources

AGENDA ITEM WORDING: Approval of the Contract Agreement between Monroe County and A.S.A.P., Inc. Marine Contractors for the removal of seven derelict vessels off of Islamorada.

ITEM BACKGROUND: Monroe County has been awarded a Grant in the amount of \$42,600 for derelict vessel removal. Three Marine Contractors contacted and two responded, Blue Water Marine Services, Inc. \$14,786.54 and A.S.A.P., Inc. Marine Contractors \$12,482.00.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: New Contract

STAFF RECOMMENDATIONS Approval

TOTAL COST: \$12,482.00

BUDGETED: Yes ☒ No ☐

F.W.C.C.-

COST TO COUNTY: Staff Time Only

FUNDING SOURCE: Derelict Vessel Grant

REVENUE PRODUCING: Yes ☐ No ☒ **AMOUNT PER:** MO \$ _____ YR \$ _____

APPROVED BY: COUNTY ATTY ☒ OMB/PURCHASING ☒ RISK MANAGEMENT ☒

DIVISION DIRECTOR APPROVAL:

Timothy J. McGarry
Timothy J. McGarry, AICP

DOCUMENTATION: INCLUDED ☒ TO FOLLOW ☐ NOT REQUIRED ☐

DISPOSITION: _____

AGENDA ITEM #: 28

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: A.S.A.P., Inc. Contract # _____
Marine Contractors Effective Date: _____
Expiration Date: _____

Contract Purpose/Description:
Removal of derelict vessels, Islamorada.

Contract Manager: Kim McGee 3911 Marine Resources-Marine
(Name) (Ext.) (Department/Stop #)
Projects Section #9

For BOCC meeting on 4-16-03 Agenda Deadline: 4-2-03

CONTRACT COSTS

Total Dollar Value of Contract: \$ 12,462.00 Current Year Portion: \$ 12,462.00
Budgeted? Yes ☒ No ☐ Account Codes: 125-62512-530-490-22012
Grants: \$ 12,462.00 _____ 520340
County Match: \$ N/A _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ N/A /yr For: _____
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>4/7/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4/7/03</u>
Risk Management	<u>4/2/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>W. [Signature]</u>	<u>4/2/03</u>
OMB/Purchasing	<u>4/2/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4/2/03</u>
County Attorney	<u>4-1-03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4-1-03</u>

Comments: _____

Blue Water Marine Services, Inc.

d/b/a

TowBOAT/U.S. South Dade

P.O. BOX 901716

Homestead, Florida 33090-1716

Phone (305) 230-0030

Fax (305) 230-3090

QUOTATION

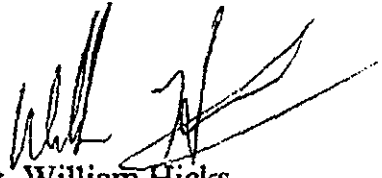
March 19, 2003

TO: Monroe County Marine Projects
From: Blue Water Marine Services, Inc.

SUBJ: Removal of Derelict Vessels 3690 through 3720

The following quotation is for the removal of DV-3690 through DV-3720 located in Islamorada. DV-3690 through DV-3720 can be removed for the sum of \$14,766.54. Blue Water Marine Services, Inc. understands it is responsible for all disposal costs.

Respectfully Submitted,



Capt. William Hicks
Blue Water Marine Services, Inc.

A.S.A.P INC. Marine Contractors

P.O. Box 804
Tavernier, Fl. 33070
Phone 305-852-4554

3-19-03

**Monroe County Marine Projects:
Kim Mcgee Coordinator:**

**Bid on 7 DV's as One Project:
Islamorada Group:**

Total: \$12,462.00

Jay Frins



A.S.A.P. INC

CONTRACT AGREEMENT

AGREEMENT, MADE THIS _____ day of _____ 2003, by and between, **A.S.A.P., Inc. Marine Contractors** ("Contractor"), and the **BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA**, of the County of Monroe, State of Florida ("Board").

The Contractor and the Board, for the consideration named agree as follows:

1. The Contractor shall furnish all the materials and perform all the work as required by the Specifications for the removal of Derelict Vessels, Islamorada, Monroe County. A list of vessels is attached as Exhibit A. In the event that a vessel is not in its reported location a comparable vessel can be added to replace. The vessel must be a F.W.C.C. reported derelict vessel.
2. The work to be performed under this contract must be completed by May 16, 2003.
3. The Contractor understands the rules of the Florida Fish and Wildlife Conservation Commission Division of Law Enforcement and shall comply with those rules, along with the rules and procedures instituted by the Board to ensure an orderly progress to the project. Both the intent and requirements of the Specifications, attached as Exhibit B, are understood by the Contractor.
4. The Board shall pay the Contractor \$ 12,462.00 for the removal and legal disposal of Florida Marine Patrol marked derelict vessels. Payment will be upon completion of work by the Contractor and review and approval by the Marine Projects Coordinator.
5. The attached List, Specifications, and Monroe County Insurance Requirements together with this Agreement form the Contract. They are fully a part of this Contract as if repeated herein verbatim.

6. The Contractor covenants and agrees to indemnify and hold harmless the Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury and property damage (including property owned by the County) and other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor (s) in any tier, their employees or agents. The purchase of the insurance required in paragraph 11 does not vitiate this indemnification provision.

7. The Contractor agrees to supply the County with two sets of photographs of each vessel in all phases of the removal and disposal process. The Contractor will be responsible for all costs associated with the production of these photographs. Failure to provide required documentation may result in non-payment.

8. The Contractor must inform the County and the Fish and Wildlife Conservation Commission prior to initiation of work.

9. The parties agree that a timely performance of this agreement is essential due to possible damage to the natural resources, hazards to navigation, or threats to human health and welfare. Therefore, the parties agree that the Contractor shall be liable to the Board for \$100 per day of liquidated damages for each day after 5-16-03 that the Contractor's obligations under this agreement remain unperformed. The parties agree that such amount is by the way of compensatory damages and does not constitute a penalty.

10. Due to the use of heavy equipment and, at times, dangerous work environment, the Contractor understands and agrees to maintain an alcohol and drug free work environment.

11. The Contractor will be responsible for all necessary insurance coverage as indicated by an "X" on the attached forms identified as INSCKLST 1-4, as further detailed on forms VL1, WC1, WCJA, GL1, WL1, & POL1 attached as Exhibit C. All policies must list Monroe County as additional insured with the exception of the Worker's Compensation policy.

12. The Contractor warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the owner may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

13. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF each party hereto have executed this Agreement the day and year first written above.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Witness: B. McFee

Business Name: ABAP Inc

Witness: Peggy Vanyo

By: Jan Farris

Title: Sec/Pres

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY [Signature]
ROBERT N. WOLFE
DATE 4-1-03